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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

MONROE DIVISION

HOLLYBROOK COTTONSEED
PROCESSING, LLC

CIVIL ACTION NO. 09-0750

VERSUS

JUDGE ROBERT G. JAMES

CARVER, INC., ET AL.

MAG. JUDGE MARK L. HORNSBY

RULING


In its March 11, 2010 Ruling and Judgment [Doc. Nos. 124 and 125] on the first Motion for Summary Judgment by Defendants Carver, Inc., Lummus Corp., and Carver-Gump (collectively, "Carver"), the Court gave notice of its intent to grant summary judgment *sua sponte* in favor of Plaintiff Hollybrook Cottonseed Processing, LLC ("Hollybrook") on the issue of whether the document titled "Conditions of Sale" is part of the contract between the parties. The Court found that, even under the facts as alleged by Carver, the document was not part of the contract because it was neither incorporated nor attached to the contract at the time of formation and because the contract was not modified to include it.

In its Ruling and Judgment, the Court granted Carver fourteen (14) days to file a memorandum in opposition to its entry of summary judgment on this issue. On April 1, 2010, Carver filed a Supplemental Memorandum in Support [Doc. No. 144] of its first Motion for Summary Judgment.

Having considered Carver's Supplemental Memorandum in Support, the Court finds it raises no genuine issues of material fact on the issue of whether the document entitled "Conditions of Sale" is part of the contract between the parties. Therefore, in accordance with its

March 11, 2010 Ruling and Judgment, the Court hereby *sua sponte* grants summary judgment in favor of Hollybrook on this issue.

MONROE, LOUISIANA, this 14 day of April, 2010.



ROBERT G. JAMES
UNITED STATES DISTRICT JUDGE